	OR QUOTATI NOT an Order)	ION	This RFQ $\square$ is $\square$	is no	t a small business s	et-as	ide			Page	1 Of 43
1. Request No.	2. Date I	Issued	3. Requisition/Purcha	se Req	uest No.	4. (	ert For Nat De	ef. Under BDS.	A	Ratin	g
W56HZV-04-Q-008	° 2003N	lov18	See So	hedul	e	F	Reg. 2 and/or D	MS Reg. 1			DXA4
5A. Issued By TACOM WARREN I AMSTA-AQ-AHPB	BLDG 231		W56HZV				6. Deliver by		hedule		
WARREN, MICHIGAI	N 48397-5000						7. Delivery				
							FOB Destination	on	ХO	ther	
TINA HENDRICKS	(586)	telephone	no.) (No collect calls)				·				
8. To: Name and Ad		in Code	· · · · · · · · · · · · · · · · · · ·				0 Destination	n (Consignee a	nd odd	ross in	cluding
o. 10. Name and Ad	uress, including 2	ip Couc					Zip Code)	i (Consignee 2	nu nuu	103, 111	cidding
								See Sc	hedule		
the Issuing Office in or Before Close of E (Date)	Business p	ay any co Supplies ar o this Requ	ate on this form and rests incurred in the pre e of domestic origin unlust for Quotation must . Schedule (Include ap)	parati less otl	on of the submissi herwise indicated b mpleted by the quo	on o y qu ter.	f this quotation the deter. Any inte	n or to contra	ct for	supplies	s or services
Item Number		Supplies	/Services		Quantity		Unit	Unit Pri	ice		Amount
(a)		<u>(l</u>	0)		(c)		(d)	(e)		+	<u>(f)</u>
		(See Sc	hedule)								
12. Discount For Pr	ompt Payment		a. 10 Calendar Days	ı	b. 20 Calendar Da	•	c. 30 Cale	endar Days %		Calen nber	dar Days Percentage
			9/	°		%		70	Nun	nber	rercentage
NOTE: Additional 13. Name and Addr Zip Code)				14.	hed. Signature of Person Quotation	ı Au	thorized to Sig	n	15. Da	te of Qu	ıotation
				$\vdash$			16. S	igner			
				a. N	ame (Type or Prin	t)				b. Tele	phone
				<u></u>					Area C		
				c. T	itle (Type or Print)				Numbe	er	
AUTHORIZED FO	R LOCAL REPRO	DUCTIO	N				Stand	lard Form 18 (	Rev. 8-	95)	

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

SUPPLEMENTAL	TNICODMATION

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 6150-01-456-9835				
	FSCM: 19207 PART NR: 12387444 SECURITY CLASS: Unclassified				
001AA	PRODUCTION QUANTITY	15	EA	s	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price				
	NOUN: BUS, CONDUCTOR PRON: EH3A2520EH PRON AMD: 01				
	AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387444				
	DATE: 15-SEP-2003				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:  SEE PACKAGING REQUIREMENTS CLAUSE				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W56HZV3255S860 W90454 J 1     DEL REL CD   QUANTITY   DAYS AFTER AWARD   001   15   0180				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY				
	WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060				
0001AB	PRODUCTION QUANTITY	100	EA	\$	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price NOUN: BUS, CONDUCTOR				

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ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRON: EH3RA024EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387444 DATE: 15-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			·	
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S861         W45G19         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         100         0180				
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
0002	NSN: 6150-01-456-9845 FSCM: 19207 PART NR: 12387442 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY	15	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3A2521EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387442 DATE: 15-SEP-2003				
	Packaging and Marking				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S866         W90454         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         15         0180				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE TT HOOD TX 76544-5060				
0002 <b>A</b> B	PRODUCTION QUANTITY	100	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS,CONDUCTOR PRON: EH3RA026EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387442 DATE: 15-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE REQUIREMENTS PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S857         W45G19         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         100         0180				

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				1 - 2 - 1		
ITEM NO	SUPPLIES/SE	RVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin		·			
	HIGHWAY 82 WEST GATE 44 BLDG 18	4				
	TEXARKANA	TX 75507-5000			·	
					·	
0003	NSN: 6150-01-456-9829 FSCM: 19207 PART NR: 12387443 SECURITY CLASS: Unclassifi	ed	·			
0003AA	PRODUCTION QUANTITY		100	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price					
	NOUN: BUS, CONDUCTOR PRON: EH3RA028EH PRON A AMS CD: 070011	MD: 01				
	Description/Specs./Work St TOP DRAWING NR: TDP 123874 DATE: 15-SEP-2003					
	Packaging and Marking PACKAGING/PACKING/SPECIFIC SEE PACKAGING REQUIRE LEVEL PRESERVATION: Commented the Commented Packing: Commencial	MENTS CLAUSE				
	Inspection and Acceptance INSPECTION: Origin ACC	CEPTANCE: Origin				
	Deliveries or Performance   DOC   SUP:   REL CD   MILSTRIP   ADDI   001   W56HZV3255S872   W456	PL R SIG CD MARK FOR TP (				
	DEL REL CD QUANTIT					
	FOB POINT: Origin					
	SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RI HIGHWAY 82 WES GATE 44 BLDG 1 TEXARKANA	r CL V TPF				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	PRODUCTION QUANTITY	14	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS,CONDUCTOR PRON: EH3A2524EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387443 DATE: 15-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIRMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S871         W90454         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         14         0180				
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060				
0004	NSN: 6150-01-456-9832 FSCM: 19207 PART NR: 12387446 SECURITY CLASS: Unclassified				
000 <b>4</b> AA	PRODUCTION QUANTITY	29	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS,CONDUCTOR PRON: EH3A2573EH PRON AMD: 01				

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387446 DATE: 01-OCT-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGNING REQUIREMENTS SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin		-		
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3272S853         W90454         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         29         0180				
	FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060				
0 <b>04A</b> B	PRODUCTION QUANTITY	100	EA	s	\$
	CLIN CONTRACT TYPE:     Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3RA027EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387446 DATE: 01-OCT-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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Name of Omeror or Contractor.	Name	of Offeror	or Contractor:
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Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZV32558870 W45G19 J 1  DEL REL CD QUANTITY DAYS AFTER AWARD  001 100 0180  FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000  NSN: 6150-01-456-9829 FSCM: 19207 PART NR: 12387443 SECURITY CLASS: Unclassified				
SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000  NSN: 6150-01-456-9829  FSCM: 19207  PART NR: 12387443				
FSCM: 19207 PART NR: 12387443				
PRODUCTION QUANTITY	100	EA	\$	\$
CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS,CONDUCTOR PRON: EH3RA028EH PRON AMD: 01 AMS CD: 070011				
Description/Specs./Work Statement TOP DRAWING NR: TDP 12387443 DATE: 15-SEP-2003				
Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S872         W45G19         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         100         0180				
	Firm-Fixed-Price  NOUN: BUS, CONDUCTOR  PRON: EH3RA028EH PRON AMD: 01  AMS CD: 070011  Description/Specs./Work Statement  TOP DRAWING NR: TDP 12387443  DATE: 15-SEP-2003  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE  LEVEL PRESERVATION: Commercial  LEVEL PACKING: Commercial  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CE 001 W56HZV3255S872 W45G19 J 1 DEL REL CD QUANTITY DAYS AFTER AWARD	Firm-Fixed-Price  NOUN: BUS, CONDUCTOR  PRON: EH3RA028EH PRON AMD: 01  AMS CD: 070011  Description/Specs./Work Statement  TOP DRAWING NR: TDP 12387443  DATE: 15-SEP-2003  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE  LEVEL PRESERVATION: Commercial  LEVEL PACKING: Commercial  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3255S872 W45G19 J 1  DEL REL CD QUANTITY DAYS AFTER AWARD	Firm-Fixed-Price  NOUN: BUS, CONDUCTOR  PRON: EH3RA028EH PRON AMD: 01  AMS CD: 070011  Description/Specs./Work Statement  TOP DRAWING NR: TDP 12387443  DATE: 15-SEP-2003  Packaging and Marking PACKAGING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE  LEVEL PRESERVATION: Commercial  LEVEL PACKING: Commercial  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3255S872 W45G19 J 1 DEL REL CD QUANTITY DAYS AFTER AWARD	Firm-Fixed-Price  NOUN: BUS, CONDUCTOR  PRON: EH3RAO28EH PRON AMD: 01  AMS CD: 070011  Description/Specs./work Statement  TOP DRAWING NR: TDP 12387443  DATE: 15-SEP-2003  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  LEVEL PACKING: Commercial  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3255S872 W45G19 J 1  DEL REL CD QUANTITY DAYS AFTER AWARD

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Name	a of	Offeror	or Contractor:	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
0006	NSN: 6150-01-456-9828 FSCM: 19207 PART NR: 12387441 SECURITY CLASS: Unclassified				
0006 <b>A</b> A	PRODUCTION QUANTITY	100	EA	\$	\$
	CLIN CONTRACT TYPE:     Firm-Fixed-Price  NOUN: BUS, CONDUCTOR  PRON: EH3A2506EH PRON AMD: 02  AMS CD: 070011  Description/Specs./Work Statement  TOP DRAWING NR: TDP 12387441  DATE: 18-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	PRODUCTION QUANTITY	30	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price				
	NOUN: BUS, CONDUCTOR				
	PRON: EH3A2505EH PRON AMD: 01  AMS CD: 070011			·	
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387441 DATE: 18-SEP-2003				
			İ		
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE				
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD   MILSTRIP   ADDR   SIG CD   MARK FOR   TP CD		-	·	
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS  (W90454) XR W4GG HQ US ARMY TACOM  TEAM ABRAMS PARTNERSHIP FACILITY  WHSE BLDG 88037 LOGISTICS LANE  FT HOOD TX 76544-5060			·	
0007	NSN: 6150-01-456-9831 FSCM: 19207				
	PART NR: 12387445 SECURITY CLASS: Unclassified				
0007 <b>A</b> A	PRODUCTION QUANTITY	100	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3RA023EH PRON AMD: 01				
	AMS CD: 070011				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12387445 DATE: 19-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3255S859         W45G19         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         100         0180				
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
0008	NSN: 6150-01-456-9839 FSCM: 19207 PART NR: 12388887 SECURITY CLASS: Unclassified				
<b>AA</b> 8000	PRODUCTION QUANTITY	45	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3RA066EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12388887 DATE: 29-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE				

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZV3267S852 W45G19 J 1  DEL REL CD QUANTITY DAYS AFTER AWARD			<i>;</i>	
	001 45 0180				
	FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
008AB	OPTION QUANTITY	45	EA	\$	\$
	NOUN: BUS, CONDUCTOR				
	OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.				
	(End of narrative B001)			+ + +	
	If your company proposes a delivery schedule longer or less than 180 days, the option period will be 30 days less than this new proposed schedule.				
	(End of narrative B002)				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12388887 DATE: 29-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.				
0009	NSN: 6150-01-456-9844 FSCM: 19207 PART NR: 12466694 SECURITY CLASS: Unclassified				
0009AA	PRODUCTION QUANTITY	121	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3RA057EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12466694 DATE: 25-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE				

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ESERVATION: Commercial CKING: Commercial  On and Acceptance ON: Origin ACCEPTANCE: Origin  es or Performance SUPPL MILSTRIP ADDR SIG CD MARK FOR TP CD 6HZV3266S854 W45G19 J 1  CD QUANTITY DAYS AFTER AWARD 121 0180  TI: Origin  FREIGHT ADDRESS XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000  DUANTITY  US, CONDUCTOR	121	EA	\$	\$
es or Performance SUPPL MILSTRIP ADDR SIG CD MARK FOR TP CD 6HZV3266S854 W45G19 J 1 CD QUANTITY DAYS AFTER AWARD 121 0180  TI: Origin  FREIGHT ADDRESS XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000	121	EA	\$	\$
MILSTRIP ADDR SIG CD MARK FOR TP CD 6HZV3266S854 W45G19 J 1  CD QUANTITY DAYS AFTER AWARD 121 0180  TT: Origin  FREIGHT ADDRESS  XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184  TEXARKANA TX 75507-5000	121	EA	\$	\$
FREIGHT ADDRESS  XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA  TX 75507-5000  QUANTITY  DS, CONDUCTOR	121	EA	\$	\$
FREIGHT ADDRESS  XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA  TX 75507-5000  QUANTITY  DS, CONDUCTOR	121	EA	\$	\$
US, CONDUCTOR	121	EA	\$	\$
US, CONDUCTOR	121	EA	\$	\$
		1	·	
QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ED OPTION FOR INCREASED QUANTITY TELY PRICED LINE ITEM				
antity stated for the option CLIN DOES of a part of the basic contractual of the part or all of it may, however, ed to the contract by exercise of the clause, at the discretion of the				
ilure of the offeror to insert a unit applicable to the option quantity shall that the offeror will supply all or any f the option, if exercised by the ment, at the basic contract unit price, e offer will be evaluated for award				
(End of narrative B001)				
or less than 180 days, the option will be 30 days less than this new				
ed schedule.			I ·	1
	ment.  ilure of the offeror to insert a unit applicable to the option quantity shall hat the offeror will supply all or any f the option, if exercised by the ment, at the basic contract unit price, e offer will be evaluated for award ingly.  (End of narrative B001)  r company proposes a delivery schedule or less than 180 days, the option will be 30 days less than this new	ilure of the offeror to insert a unit applicable to the option quantity shall hat the offeror will supply all or any if the option, if exercised by the ment, at the basic contract unit price, e offer will be evaluated for award ingly.  (End of narrative B001)  r company proposes a delivery schedule or less than 180 days, the option	ilure of the offeror to insert a unit applicable to the option quantity shall hat the offeror will supply all or any f the option, if exercised by the ment, at the basic contract unit price, e offer will be evaluated for award ingly.  (End of narrative B001)  r company proposes a delivery schedule or less than 180 days, the option will be 30 days less than this new	ilure of the offeror to insert a unit applicable to the option quantity shall hat the offeror will supply all or any f the option, if exercised by the ment, at the basic contract unit price, e offer will be evaluated for award ingly.  (End of narrative B001)  r company proposes a delivery schedule or less than 180 days, the option will be 30 days less than this new

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Name of Offer	or or Contractor:				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12466694 DATE: 25-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR TP CD           001         DEL REL CD         QUANTITY         DEL DATE           001         121         UNDEFINITIZED				
	FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0010	NSN: 6150-01-456-9836 FSCM: 19207 PART NR: 12466695 SECURITY CLASS: Unclassified				
0010AA	PRODUCTION QUANTITY	154	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BUS, CONDUCTOR PRON: EH3RA056EH PRON AMD: 02 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12466695 DATE: 25-SEP-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin		·		
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001         W56HZV32668853         W45G19         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         154         0180				
	FOB POINT: Destination		į		
	SHIP TO: FREIGHT ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	IDARKANA 211 / 555 / 500				
010AB	OPTION QUANTITY	154	EA	\$	\$
	NOUN: BUS, CONDUCTOR				
	OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award				
	accordingly.  (End of narrative B001)				
	If your company proposes a delivery schedule longer or less than 180 days, the option period will be 30 days less than this new proposed schedule.				
	(End of narrative B002)				

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
I EIVI NU	SULL FIED SERVICES	Zomini	0.111	5	
	Description/Specs./Work Statement				
	TOP DRAWING NR: TDP 12466695				
	DATE: 25-SEP-2003				
	Packaging and Marking				
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	LEVEL PRESERVATION: Commercial			•	
	LEVEL PACKING: Commercial		1		
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	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	instantial series				
	Deliveries or Performance				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	DEL REL CD QUANTITY DEL DATE				
	001 154 UNDEFINITIZED				
	·				
	FOB POINT: Destination				
	Tob Total. Departments				
	SHIP TO: PARCEL POST ADDRESS				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE				
	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR				
	ITEMS REQUIRED UNDER THIS				
	REQUISITION.				
				]	
0011	NSN: 6150-01-456-9831		ĺ		
	FSCM: 19207				
	PART NR: 12387445				
	SECURITY CLASS: Unclassified				
			l	1.	
0011AA	PRODUCTION QUANTITY	21	EA	\$	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price				
	NOUN: BUS, CONDUCTOR				
	PRON: EH4Y1205EH PRON AMD: 01				
	AMS CD: 070011				
	Description/Specs./Work Statement				
	TOP DRAWING NR: TDP 12387445				
	DATE: 06-NOV-2003				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:	1			
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ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial	. 14			
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W56HZV3304S853 W90454 J 2   DEL REL CD   QUANTITY   DAYS AFTER AWARD   001   21   0180				·
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS  (W90454) XR W4GG HQ US ARMY TACOM  TEAM ABRAMS PARTNERSHIP FACILITY  WHSE BLDG 88037 LOGISTICS LANE  FT HOOD TX 76544-5060				
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CO	CONTINUATION SHEET  PIIN/SIIN W56HZV-04-Q-0089 MOD/AMD				
ame of Of	feror or Contractor:				
TRACT CL	AUSES				
3	52,211-5	MATERIAL I	EQUIREMENTS		AUG/2000
4	52.211-17		F EXCESS QUANTITIES		SEP/1989
5	52.222-21	PROHIBITIO	N OF SEGREGATED FACILITIES		FEB/1999
6	52.232-33	PAYMENT BY	ELECTRONIC FUNDS TRANSFERCENTRAL CO	NTRACTOR REGISTRATION	OCT/2003
7	52.242-10	F.O.B. OR	GINGOVERNMENT BILLS OF LADING OR PRE	PAID POSTAGE	APR/1984
8	52.246-2	INSPECTION	OF SUPPLIESFIXED PRICE		AUG/1996
9	52.247-1	COMMERCIA	BILL OF LADING NOTATIONS the notation	n set forth in	APR/1984
		paragraph	(a) of the clause applies in this cont	ract.` The agency	
		name in 1	ne one of the notation shall read:US A	RMY TANK-AUTOMOTIVE &	
		ARMAMENTS			
10	52.247-29	F.O.B. OR	GIN		JUN/1988
11	52.247-58	LOADING,	BLOCKING, AND BRACING OF FREIGHT CAR SH	IIPMENTS	APR/1984
12	52.247-59		GIN - CARLOAD AND TRUCKLOAD SHIPMENTS		APR/1984
13	52.247-65		GIN - PREPAID FREIGHT - SMALL PACKAGE	SHIPMENTS	JAN/1991
14	252.225-7016	RESTRICTI dated Dec	ON ON ACQUISITION OF BALL AND ROLLER BE 2000)	EARINGS (Alternate I	DEC/2000
15	52.209-1	QUALIFICA	TION REQUIREMENTS		FEB/1995
(a) Desurance d	efinition: Qualification emonstration that m	ation requir	ement, as used in this clause, means a eted before award.	a Government requirement	for testing or other qualit
(F) 0	ma ay mana ayalifid	ation requir	ements apply to the supplies or service	es covered by this conti	ract. For those
nlies or	cervices requiring	acion fequi: mualificati	on, whether the covered product or ser	vice is an end item unde	er this contract or simply a
nonent o	f an end item, the	product, man	ufacturer, or source must have demonst:	rated that it meets the	standards prescribed for
lificati	on before award of	this contrac	t. The product, manufacturer, or source	e must be qualified at t	the time of award whether of
name of	the product, manuf	acturer, or	source is actually included on a quali:	fied products list, qual	lified manufacturers list, o
lified b	idders list. Offer	ors should c	ontact the agency activity designated	pelow to obtain all requ	irements that they or their
J	garriage or their	cubcontract	ors or their products or services, mus	t satisfy to	

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

	turer, source, product or service covered by a qualification ion noted below should be provided.	n requirement has	already met t	ne standard
Offeror's Name				
Manufacturer's Name				
Source's Name				
Item Name				
Service		(1		
Identification	Test Number	(to the	extent known)	

become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

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Name of Offeror or Contractor: SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002) APR/2002 16 52.219-1 (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 335931. (2) The small business size standard is 500. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not, a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002. (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern. (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ]is not, a veteran-owned small business concern. (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern. (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -(i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation. (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls: [ ] Black American. [ ] Hispanic American. [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

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[ ] Individual/concern, other than one of the preceding.

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#### Name of Offeror or Contractor:

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

17 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is Origin.

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#### Name of Offeror or Contractor:

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

52.211-4015

CONFIGURATION CONTROL--ENGINEERING CHANGES

JUL/2002

(TACOM)

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
  - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (JW).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the

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#### Name of Offeror or Contractor:

engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
  - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (majewskv@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

19 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING
(TACOM) SUBSTANCES

and locating the required tailoring language appear in paragraph (c) of this clause.

MAR/2000

(TACOM)

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: NONE.

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(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

20 52.211-4517 PACKAGING REQUIREMENTS (COMMERCIAL)

SEP/2003

THIS CLAUSE APPLIES TO ALL THE CLIN(s) ON THIS BUY.

(a) The preservation, packing, and marking requirements for this order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

- (1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.
- (2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- (4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- (b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
  - (c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
  - (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
    - (1) The quantity is over one (1) gross of the same national stock number,
    - (2) Use enhances handling and inventorying,
    - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
    - (4) The unit pack is less than 64 cubic inches,
    - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

#### (e) Packing:

- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- (f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow

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#### Name of Offeror or Contractor:

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for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

#### (g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consigner".
- (4) Military Shipping Label: Military Shipment Labels may be created using the Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD). See the web site: http://www.asset-trak.com/catt/htm. The software may be downloaded at: http://www.asset-trak.com/catt/msl\_irrd/msl\_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.
- (h) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
  - (k) SUPPLEMENTAL INSTRUCTIONS: NONE.

[End of Clause]

21 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 180 days after the date of award, or, N/A days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT.
  - (3) Delivery is defined as follows:

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\* Sole proprietorship;

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specified in th	$(\mathrm{i})$ FOB Origin - Contractor is required to deliver its shipment as phe individual order.	rovided in FAR 52.247-29(a)(1)-(4) by the time
specified in th	(ii) FOB Destination - Contractor is required to deliver its shipmen he individual order. The contractor must take into consideration the n designated in the order, to ensure that the item reaches its destina	length of time necessary to deliver its shipment to
(b) CONT	RACTOR'S PROPOSED SCHEDULE:	
(1)	I WILL START DELIVERIES DAYS AFTER THE AWARD DATE; OR, IF APPLI	CABLE, DAYS AFTER AWARD IF FIRST ARTICLE TEST
	I WILL DELIVER A QUANTITY OF UNITS EVERY 30 DAYS, BUT I HAVE T TS EVERY 30 DAYS.	THE CAPABILITY TO DELIVER UP TO A MAXIMUM
ATTENTION: IF SHIPMENT.	YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DE	ELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE
	[End of Clause]	
22	52.204-3 TAXPAYER IDENTIFICATION	OCT/1998
(a) Defin	nitions.	
(1) group of corpo	"Common parent," as used in this solicitation provision, means that operations that files its Federal income tax returns on a consolidated be	corporate entity that owns or controls an affiliated asis, and of which the offeror is a member.
Service (IRS)	"Taxpayer Identification Number (TIN)," as used in this provision, me to be used by the offeror in reporting income tax and other returns. The diffication Number.	eans the number required by the Internal Revenue The TIN may be either a Social Security Number or an
collection requestions is Regulation (FA	offerors must submit the information required in paragraphs (d) through quirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of ssued by the IRS. If the resulting contract is subject to the reporting AR) 4.904, the failure or refusal by the offeror to furnish the informations and the contract.	g requirements described in Federal Acquisition
with the gover	TIN may be used by the Government to collect and report on any delinquernment (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to provided hereunder may be matched with IRS records to verify the acc	the payment reporting requirements described in the
(d) Taxpa	ayer Identification Number (TIN).	
* T	IN:	
* T	IN has been applied for.	
* T	IN is not required because:	
* On with the condition the United	fferor is a nonresident alien, foreign corporation, or foreign partner uct of a trade or business in the United States and does not have an o States;	ship that does not have income effectively connecte of fice or place of business or a fiscal paying agent
* 0	fferor is an agency or instrumentality of a foreign government;	
* 0	fferor is an agency or instrumentality of a Federal Government;	
* 0	ther. State basis	
(e) Type	of organization.	

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CON	ITINUATIONS	11121	PIIN/SIIN W56HZV-04-Q-0	0089	MOD/AMD	
Name of Offe	ror or Contractor:					
* P	artnership;	-				
* C	orporate entity (n	ot tax-exempt):				
* C	orporate entity (t	ax-exempt):				
* G	overnment entity (	Federal, State, or	local);			
* F	oreign government;					
* I	nternational organ	ization per 26 CFR	1.6049-4;			
* 0	ther	· 				
(f) Comm	on Parent.					
* 0	fferor is not owne	d or controlled by	a common parent as de	fined in paragra	aph (a) of this prov	ision.
* N	ame and TIN of com	mon parent:				
N	ame					
т	IN					
			(End of Provis	ion]		
requested in	this solicitation	is (are) economica	lly advantageous to th	e Government.		proposals, or quotations ar
·						
economic purc economic purc	hase quantity. If hase quantity is t	different quantit	ies are recommended, a ich a significant pric	total and a uni	it price must be quo	s invited to recommend an ted for applicable items. A ficant price breaks at
			OFFEROR RECOMMEND	ATION		
	ITEM	QUANTI	<u>TY</u>	PRICE QUOTATION	TOTAL	
						-
						<u>.</u>
assist the Go amend or cano	vernment in develo	ping a data base f	or future acquisitions th respect to any indi	of these items	. However, the Gove	tageous quantities and to rnment reserves the right to received and the Government
			[End of Provis	sion]		
24	52.211-14	NOTICE OF PRIORI	TY RATING FOR NATIONAL	DEFENSE USE		SEP/1990

Any contract awarded as a result of this solicitation will be a

[X ] DX rated order; [ ] DO rated order

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V.	ame	of	Off	eror	or	Con	trac	tor

(iii)

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

[End of Provision]

25 THIS CLAUSE WI	52.247 LL APPLY	-60 GUARANTEED SHIPPING CHARACTERISTICS TO ALL 11 CLINS:	DEC/1989
packaged separ furnish suffic evaluation wil or in the abse based on the a the contract p	ately. ient dat l be bas nce ther ctual sh rice sha	is requested to complete subparagraph (a)(1) of this clause, for each part or comporting information will be used to determine transportation costs for evaluation purple in subparagraph (a)(1) of this clause, to permit determination by the Government ed on the shipping characteristics submitted by the offeror whose offer produces the eof, by the Contracting Officer's best estimate of the actual transportation costs. ipping characteristics, exceed the item shipping costs used for evaluation purposes ll be reduced by an amount equal to the difference between the transportation costs been incurred if the evaluated shipping characteristics had been accurate.	oses. If the offeror does not of the item shipping costs, e highest transportation costs If the item shipping costs, , the Contractor agrees that
(1)	To be o	ompleted by the offeror:	
	(i)	Type of "Outer" container: Wood Box [ ], Fiber Box [ ], Barrel [ ], Reel [ ], Other (Specify)	Drum [ ],
	(ii)	Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (speci	fy);
	(iii)	Size of outer container: inches (Length), x inches (Width), x in eq inches (Width), x in eq inches (Width), x in eq	ches (Height)
	(iv)	Number of items per outer container Each;	
	(v)	Gross weight of outer container and contents LBS	
	(vi)	Palletized/skidded [ ] Yes [ ] No;	
	(vii)	Number of outer containers per pallet/skid;	
	(viii)	Weight of empty pallet bottom/skid and sides LBS;	
	(ix)	Size of pallet/skid and contents;	
	(x)	Number of outer containers or pallets/skids per railcar *	
		Size of railcar	
		Type of railcar	
	(xi)	Number of outer containers or pallets/skids per trailer *	
		Size of trailer	
		Type of trailer	
*Number of co	mplete u	nits (contract line item) to be shipped in carrier's equipment.	
(2)	To be o	ompleted by the Government after evaluation but before contract award:	
	(i)	Rate used in evaluation;	
	(ii)	Tender/Tariff;	

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the

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purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

26 252.225-7035

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION
ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

MAR/1998

- (a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications.
    - (1) The offeror certifies that-
      - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
      - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
    - (2) The Offeror must identify all end products that are not domestic end products.
      - (i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

1	(insert line item number)
2	(insert country of origin)
(ii) The Offeror certifies that the following supplies qual	lify as NAFTA country end products:
3	(insert line item number)
4	(insert country of origin)
(iii) The following supplies are other foreign end products	s:
5	(insert line item number)
6	(insert country of origin)

[End of Provision]

27 252.225-7036

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION

APR/2003

- (a) Definitions. As used in this clause-
  - (1) "Component" means an article, material, or supply incorporated directly into an end product.

ACT--BALANCE OF PAYMENTS PROGRAM

- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all

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its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

- (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
- (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
  - (4) "Foreign end product" means an end product other than a domestic end product.
  - (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
  - (6) "NAFTA country end product" means an article that-
    - (i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (9) "Qualifying country end product" means-
  - (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a NAFTA country end product, the Contractor shall deliver a qualifying country end product, a NAFTA country end product, or, at the Contractor's option, a domestic end product.

  (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)

MAY/2002

(a) Definitions. As used in this clause--

28

- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of

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the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
  - (1) Prime contract number;

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- (2) Name of vessel;
- (3) Vessel flag of registry;

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- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

29 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DOD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

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- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

30 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

31 52.211-4008 DRAWING LIMITATIONS

NOV/2002

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

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(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

32 52.211-4030

SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS

MAR/2001

(TACOM)

(CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168

MIL-C-53039 MIL-PRF-22750

- (b) End-Item Paint Inspection: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:
  - (1) Directly adjacent to a weld
  - (2) On or directly adjacent to a machine cut or sheared edge.
  - (3) On any mechanically formed surface when lubricants/drawing compounds were used.
  - (4) On paint touch-up areas.
- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.
- (d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

#### (e) <u>Test Methods</u>:

- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
- (2) <u>Scribe Tape Test</u>. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
- (i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

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(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

#### FILM THICKNESS TABLE

SFECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

\*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

33 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

APR/2000

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM

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AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

34 52.211-4047

NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL

APR/2000

(TACOM)

(NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

#### (b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

35 52.211-4052

SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA

JAN/1984

(TACOM) REQUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references

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the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

36 52.213-4859

ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR

DEC/2002

(TACOM) QUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

(c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

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- (d) Electronic quotations should include, as a minimum:
  - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.
- \*Registered trademark

[End of provision]

37 52.214-4003

ALL OR NONE

JUN/1985

(TACOM)

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

38 52.215-4404 (TACOM) DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY

MAY/2002

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

39 52.245-4001 (TACOM)

EVALUATION AND USE OF EXISTING GOVERNMENT-OWNED PROPERTY

MAR/1985

- (a) Any quoter desiring to use on a rent-free basis existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as GOVERNMENT-OWNED PROPERTY and PROPERTY), including that desired for use by anticipated subcontractors, in the performance of work under any contract resulting from this request for quotations must submit as a part of its quotation hereto a listing of the facilities, special test equipment, and special tooling to be used. Each listing shall set forth the following for each item of property:
  - (1) description
  - (2) location
- (3) identification of the facilities contract or other instrument under which property already in the possession of the offeror is held;
  - (4) identification of contract item which the property will be used to produce;
  - (5) amount of use in months in performance of the resulting contract.

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- (6) amount of rent which would be charged if rent-free use were not permitted, calculated in accordance with the directions set forth herein there shall be set forth the acquisition cost, as therein defined, the rental rate applied, and where the property will be used concurrently in two or more contracts, the amounts of the respective uses in sufficient detail to support proration of rent and the measurement unit used in such proration. For facilities (except real property and rights therein, buildings, structures and improvements) there shall also be set forth the applicable Federal Supply Classification Code Number and the age of the item as that term is used in said provision).
- (b) The quoter must submit with his response the written permission of the Contracting Officer having cognizance of the property in the possession or control of the quoter or his proposed subcontractor for use of that property in performance of any resulting contract without charge. If such Contracting Officer refuses to grant such permission, the quoter shall indicate this in his quotation.
- (c) Only Government-owned property identified as required by paragraph (a) of this provision, for which permission required by paragraph (b) of this provision has been obtained, shall be authorized for rent-free use in the performance of any contract resulting from a quotation. Such property shall only be authorized for rent-free use for the period designated. The contract price shall not be reduced nor rent charged if the use of such property is made beyond the period designated, and such use is due to an excusable delay.
- (d) Each quoter must make the determination that such facilities, special test equipment and/or special tooling requested for use on a rent-free basis are available for use, that sufficient production capacity exists, and that it is suitable and adaptable to its needs, and assumes full responsibility for these determinations without recourse to adjustment of the contract price or contract delivery schedule; provided, however, that if any such property is or becomes accountable under a facilities contract wherein the Contracting Officer cognizant thereof does terminate or limit the contractor's right to use Government-owned property which has been authorized for use in the performance of this contract, the contractor shall be entitled hereunder to an appropriate equitable adjustment in the contract price or delivery schedule, or both, to the extent the termination or limitation of use causes an increase in the cost of, or time for, performance of the contract.
  - (e) Existing Government-owned facilities will not be moved into plants of contractors for use in the performance of this contract.
  - (f) Any authorized rent-free use of property shall be subject to the evaluation factors set forth in paragraph (h).
- (g) Rent-free use of property is not authorized for performance on Foreign Military Sales (FMS) cases. The quoter's price for FMS items shall include the appropriate rental charge.
- (h) Rent-free use of existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as PROPERTY), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses. For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price(s) offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the quoter under the offered unit prices quoted.

#### (i) Monthly Rental Rates

- (1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.
- (2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3410, 3411 through 3419 (Machine Tools). and 3441 through 3449 (Secondary Metalforming and Cutting Machines), the following rates shall apply:

Age of Equipment	Monthly Rental Rates
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

- (3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, special tooling, and special test equipment, the following rates shall apply:
  - (i) Two percent (2%) per month for electronic test equipment and automotive equipment;

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- (ii) One percent (1%) per month for special tooling and for all other property and equipment.
- (j) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this quotation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this quotation and the denominator of which is the sum of the previously authorized use of the property during the period of proposed use and the use proposed under this quotation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.
  - (k) For the purposes of determining the evaluation factors set forth above, the following definitions apply:
- (1) The term ACQUISITION COST means the total cost to the Government for an item of property, including the cost of transportation, installation, accessories to be used with the item, and any rebuilding and modernization which has enhanced the original capability of the item;
- (2) The AGE of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and OVER TWO YEARS OLD on and after 1 January 1980).

[End of Provision]

40 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

		(Name and Address)	
Subcont	ractor's Plant: _	·	
		(Name and Address)	-
		[End of Clause]	
41	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

Contractor's Plant:

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

## Reference No. of Document Being Continued Page 42 of 43 **CONTINUATION SHEET** PIIN/SIIN W56HZV-04-Q-0089 MOD/AMD Name of Offeror or Contractor: (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm [End of Clause] SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003 42 52.247-4005 (TACOM) (a) Unless otherwise directed, shipment items under this contract in following order of priority: (1) Government Bill(s)/Commercial of Lading or US Postal Services; (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs. (b) The Contractor will request: (1) Government Bills of Lading and (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government. [End of Clause] TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 43 52.247-4010 (TACOM) (a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs. Offeror represents that: (1) Facilities for shipping by rail [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is: (LOCATION) (NAME) (3) Facilities for shipping by water [ ] are [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

[ ] are [ ] are not

available at the F.O.E. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

CONTINUE TION SHEET	Reference No. of Document Being Continued		Page 43 of 43	
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-Q-0089	MOD/AMD		
Name of Offeror or Contractor:				
(5) If there is a Contractor Reim clease indicate it below, per unit:	bursable Loading Charge and you didn	i't include it in the off	ered unit price in Section	
rease indicate it below, per unit.				
RAIL:/Unit M	OTOR:/Unit WATER:_	/Unit		
CAUTION: GIVE THE COST OF REIMBURSABLE LOAD	ING CHARGE (NOT ALREADY IN THE OFFER	ED UNIT PRICE) ON A PER	UNIT BASIS. THE UNIT	
OF MEASURE IS AS INDICATED ON THE SCHEDULE F				

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.
- (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

44 52.247-4016 (TACOM) HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]